

**SANTA FE COUNTY
PRICE AGREEMENT**

THIS AGREEMENT is made and entered into by and between Santa Fe County, New Mexico, a political subdivision of the State of New Mexico, and Bob Barker Company Inc., a corporation authorized to do business in the State of New Mexico, County of Santa Fe (hereinafter referred to as "the Contractor").

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. DEFINITIONS

A. "County" shall mean Santa Fe County.

B. "Using Department or Department" shall mean the Santa Fe County Corrections Department.

C. "Purchase Order" shall mean a fully executed Purchase Document issued by the Santa Fe County Purchasing Department that specifies the items to be provided by the Contractor under the terms of the Price Agreement.

D. Price Agreement means this indefinite quantity Price Agreement which requires the Contractor to furnish items to the using department which issues a purchase order.

E. Record Adjustment Date means a date within thirty days of issuance of the Producers Price Index (Not Seasonably Adjusted)(generally referred to herein as "the PPI") by the U.S. Department of Labor.

2. GOODS TO BE PROVIDED

A. Good Listed on Attachment A. The Department, through the County, may issue orders for purchase of the items described herein. The item ordered must be listed on Attachment A to this Agreement. All orders issued hereunder must bear both an order number and the number of this Price Agreement.

B. Quantities. It is understood that this is an indefinite quantity price agreement and the County may order any quantity of the items listed on Attachment A. No guarantee or warranty is made or implied, by either the County or the Department that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items when ordered.

C. Specifications. Items furnished hereunder shall conform to the requirements of the specifications provided in the Information for Bidders, attached hereto as Attachment B. Orders issued pursuant to this Agreement must show the applicable Price

Agreement item(s), numbers(s), and price(s). Any items provided pursuant to this Price Agreement must meet or exceed the specifications.

D. Shipping and Billing Instructions.

1. The Contractor shall ship the items in accordance with the County's instructions. The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number, and the commercial part number (if any) for each item. Unless otherwise designated by the County, the Contractor shall ship all products F.O.B. destination. Except for loss or damage directly attributable to the negligence of the Department, the Contractor shall bear all risk of loss or damage until products have been accepted by the Department. Destination charges shall be included in the product price.

2. The Contractor may impose shipping and handling charges for enhanced delivery services (overnight courier service, second-day courier service or delivery-by-messenger service). Such enhanced delivery charges shall be pre-paid by the Contractor and billed as a separate item at actual cost. The Contractor shall advise the Department of any enhanced delivery charges prior to the acceptance of the purchase order.

3. Whenever the Department does not accept any product and returns it to the Contractor, all related documentation furnished by the Contractor shall be returned also.

4. The Contractor shall bear all risk of loss or damage with respect to returned products except for loss or damage directly attributable to the negligence of the using department.

5. Unless otherwise agreed upon by the Department, the Contractor shall be responsible for the pick-up of returned items.

6. Time is of the essence for purposes of this Agreement. All damages resulting from late delivery shall be the responsibility of the Contractor. In the event of failure of the Contractor to deliver in accordance with this requirement, the Contractor shall be liable to the County for liquidated damages in the amount of \$100.00 per order per each day the items are delivered late.

E. Delivery Tickets. The County's purchasing document number and the Contractor's name, the Department's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Contractor as final and conclusive on each shipment that is not accompanied by a packing ticket.

F. Price. Prices listed in Attachment A for each item shall be the price for that item as adjusted as set forth below.

G. Periodic Price Adjustments.

1. The price of items shall be subject to adjustment (increase or decrease) pursuant to this subparagraph to account for fluctuations in the costs of the items that are the subject of this Price Agreement. Adjustments to the prices set forth on Attachment A shall occur within thirty days following issuance of the Bureau of Labor Statistics index Producers Price Index (Not Seasonably Adjusted)(generally referred to herein as "the PPI") by the U.S. Department of Labor, usually every four months. At that time (the record adjustment date), a price adjustment shall be calculated by adding or subtracting the materials price adjustment to the price of each item set forth on Attachment A. The materials price adjustment shall equal the sum of each adjustment, which shall be calculated in accordance with subsection (3) of this Section. Record price adjustment reflecting a *decrease* in the applicable PPI shall offset previous adjustments resulting from an increase in the applicable PPI. The adjustment shall serve to reduce the price of a particular item in the event that the sum of the adjustments equals a negative number or an increase in the price of an item in the event that the sum of the adjustments equals a positive number.

2. The baseline cost amount for each item set forth on Attachment A shall be as specified on Attachment A (e.g., the price bid for each item). This baseline cost amount shall be used to calculate the adjustments in accordance with subsection (3) of this Section.

3. A record adjustment shall be based on the PPI for that item. At the time of contracting, the specific PPI index for each item shall be identified and set forth herein on Attachment C. On the record adjustment date, record adjustments shall be calculated by multiplying the applicable baseline cost amount associated with the particular item by the record adjustment factor. The record adjustment factor shall be based on the percentage of change in the applicable PPI from the effective date of this Price Agreement (IC) as compared to the applicable PPI on the record adjustment date (IE), and shall be calculated in accordance with the following formula:

$$\text{Record Adjustment Factor} = \text{IE/IC} - 1.00$$

The parties shall execute a Contract Administration Memorandum setting forth each record adjustment within thirty (30) days after the applicable record adjustment date.

3. PAYMENT

All payments under this Price Agreement are subject to the following provisions.

A. Inspection. Final inspection and acceptance of all items ordered shall be made at the destination. Items rejected at the destination for non-conformance with specifications shall be removed, at the Contractor's risk and expense, promptly after notice of rejection.

B. Acceptance. In accordance with NMSA 1978, Section 13-1-158, the Department shall determine if the items meet specifications, and may accept the items if the items meet specifications. No payment shall be made for any items until the items have been accepted in writing by the using department. Unless otherwise agreed upon between the Department and the Contractor, within thirty (30) days from the receipt of items, the using department shall issue a written certification of complete or partial acceptance or rejection of the items. The time period shall begin at the time of receipt of the final shipment when there are multiple shipments per purchase order. Unless the Department gives notice of rejection within the specified time period, the items will be deemed to have been accepted.

C. Issuance of Orders. Only written, signed and properly executed purchase orders are valid under this Price Agreement.

D. Invoices. The Contractor may submit invoices for payment no more frequently than monthly. The Contractor's invoice shall be submitted in triplicate, duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit prices, extended totals and applicable taxes. Separate invoices shall be rendered for each and every complete shipment. Invoices must be submitted to the Department and not to the County's Central Purchasing Office.

E. Payment of Invoices. Upon written certification from the Department that the items have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days. If the payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the Price Agreement to the Contractor at the rate of 1.5 % per month. Payment shall be made and mailed to the Contractor's designated mailing address.

F. Tax Note. Applicable gross receipts taxes or local option tax(es) shall be included on each invoice and shown as a separate item to be paid. The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and must be reported under the Contractor's federal and County tax identification number(s). If the Department is exempt from the New Mexico gross receipts tax or local option taxes for the transaction, the Department shall provide the Contractor with written evidence of such exemption(s).

4. TERM

THIS PRICE AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE PARTIES. The term of this Agreement shall be four (4) year(s).

5. DEFAULT

A. The failure of the Contractor to perform shall create a default pursuant to this Price Agreement. The County reserves the right to cancel all or any part of any orders placed under this Price Agreement without cost to the County if the items fail to meet the requirements of this Price Agreement. The Contractor may be excused from performance under this Price Agreement if the Contractor's failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not limited to, acts of God or the public enemy, acts of the County or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the County shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the subcontractor to meet the required delivery schedule.

B. The County may cancel all or any part of any resulting order without cost to the County if the Contractor fails to meet material provisions of the order; the Contractor shall be liable for any excess costs associated with such a default.

6. TERMINATION

A. For Convenience. This Price Agreement may be terminated by the County upon written notice to the Contractor thirty (30) days before the proposed date of termination. Notice of Termination of the Price Agreement SHALL NOT AFFECT ANY OUTSTANDING ORDERS.

B. For Cause. Either party may terminate this Agreement for cause based upon material breach of this Agreement by the other party, provided that the non-breaching party shall give the breaching party written notice specifying the breach and shall afford the breaching party a reasonable opportunity to correct the breach. If within thirty (30) days after receipt of a written notice the breaching party has not corrected the breach or, in the case of a breach which cannot be corrected in thirty (30) days, begin and proceed in good faith to correct the breach, the non-breaching party may declare the breaching party in default and terminate the Agreement effective immediately. The non-breaching party shall retain any and all other remedies available to it under the law.

7. AMENDMENT

This Price Agreement may be amended by mutual agreement of the County and the Contractor upon written notice by either party to the other. Any such amendment shall be in writing and signed by the parties hereto. An amendment to this Price Agreement SHALL NOT AFFECT ANY OUTSTANDING PURCHASE ORDERS issued by the County prior to the effective date of the amendment mutually agreed upon. Amendments affecting prices are not allowed.

8. STATUS OF CONTRACTOR

The Contractor, and Contractor's agents and employees, are independent Contractors for the Department and are not employees of the County. The Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of County vehicles, or any other benefits afforded to employees of the County as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

9. ASSIGNMENT

A. Neither this Price Agreement nor any orders placed under this Price Agreement, nor any interest therein, nor claim there under, shall be assigned or transferred by the Contractor, except as set forth in subparagraph 10(B) below or as expressly authorized in writing by the County purchasing manager. No such assignment or transfer shall relieve the Contractor from the obligations and liabilities under this Price Agreement.

B. Contractor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the County as to goods, services, and materials purchased in connection with this bid are hereby assigned to the County.

10. NON-COLLUSION

In signing this Agreement, the Contractor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with its offer and this Agreement.

11. INSPECTION OF PLANT

The County Purchasing Manager may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this Price Agreement.

12. COMMERCIAL WARRANTY

The Contractor agrees that the items furnished under this Price Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such items, and that the rights and remedies provided herein shall extend to the County and are in addition to and do not limit any rights afforded to the County by any other clause of this order. Contractor agrees not to purport to disclaim warranties of fitness for a particular purpose or merchantability and fitness for a particular purpose.

13. CONDITION OF PROPOSED ITEMS

All proposed items to be delivered under this Price Agreement are to be NEW and of most current production, unless otherwise specified.

14. RECORDS OF AUDIT

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the department, the County and State Auditor and other appropriate County and federal authorities. The Department shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the department to recover excessive or illegal payments.

15. APPROPRIATIONS

The terms of this Price Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the Board of County Commissioners for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Price Agreement, and any orders placed under it, shall terminate upon written notice being given to the Contractor. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

16. RELEASE

The Contractor, upon final payment of the amount due under this Agreement, releases the County, its Elected Officials, officers, employees, agents and attorneys, from and against all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the County of New Mexico, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

17. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval by the using department.

18. PRODUCT OF SERVICE: COPYRIGHT

All materials developed or acquired by the Contractor under this Agreement shall become the property of the County of New Mexico and shall be delivered to the Department no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Contractor under this agreement shall be the subject of an

application for copyright by or on behalf of the Contractor. The original and one copy of all materials, work papers, meeting notes, or other documents produced by the Contractor shall be indexed and placed in appropriately labeled binders and delivered to the Department at conclusion of the Agreement.

19. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with any performance required under this Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

20. APPROVAL OF CONTRACTOR REPRESENTATIVES

The Department reserves the right to require a change in Contractor representatives if the assigned representatives are not, in the opinion of the Department, serving the needs of the County adequately.

21. SCOPE OF AGREEMENT, MERGER

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

22. NOTICE

The New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199 imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

23. EQUAL OPPORTUNITY COMPLIANCE

The Contractor shall abide by all federal and County laws, rules and regulations, and all applicable executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, and executive orders of the governor of the State of New Mexico, the Contractor agrees to assure that no person shall on the grounds of race, color, religion, national origin, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity performed under this Agreement. If Contractor is found to be not in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

24. INDEMNIFICATION

The Contractor shall hold the County and its agencies and employees harmless and shall indemnify the County and its agencies and employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the Department, its officers or employees.

25. APPLICABLE LAW

This Agreement shall be governed by the laws of the State of New Mexico.

26. INCORPORATION BY REFERENCE AND PRECEDENCE

This Agreement incorporates the Information For Bidders, Attachment B, including any written Addenda, and the Contractor's bid, Attachment A. In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Price Agreement in reverse chronological order; (2) the Price Agreement, including the scope of work; (3) the price schedule; and (4) the Information For Bidders including attachments thereto and addenda.

27. WORKER'S COMPENSATION

The Contractor shall comply with State laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated.

28. INVALID TERM OR CONDITION/SEVERABILITY

The provisions of this Price Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Agreement is determined to be invalid by a court or department or commission having jurisdiction over the subject matter hereof, such invalidity shall not affect other provisions of the Agreement, which can be given effect without the invalid provision.

29. ENFORCEMENT OF AGREEMENT

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

30. PATENT, COPYRIGHT, AND TRADE SECRET INDEMNIFICATION

A. The Contractor shall defend, at its own expense, the County from and against any claim that any item provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the Department based upon Contractor's trade secret infringement relating to any items provided under this Agreement, the Contractor agrees to reimburse the County for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the Department shall:

- i. give the Contractor prompt written notice within 48 hours of any claim;
- ii. allow the Contractor to control the defense of settlement of the claim; and
- iii. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any item becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

i. provide the County the right to continue using the item and fully indemnify the County against all claims that may arise out of the County's use of the item;

ii. replace or modify the item so that it becomes non-infringing;
or,

iii. accept the return of the item and refund an amount equal to the value of the returned item, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any item modified by the department to the extent such modification is the cause of the claim.

C. Nothing produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.

D. The agreement paragraph titled "patent, copyright, trademark, and trade secret indemnification" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired agreements that were entered into under the terms and conditions of this Agreement shall also survive termination of this Agreement

31. NOTICES

Either party may give written notice to the other party in accordance with the terms of this Price Agreement. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the County:
Santa Fe County Attorney's Office
102 Grant Avenue
Santa Fe, NM 87501

To Contractor:

Bob Barker Company, Inc.
134 N. Main Street
Fuquay Varina, NC 27526

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Agreement. The carrier for mail delivery and notices shall be the agent of the sender.


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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of execution by:

SANTA FE COUNTY:



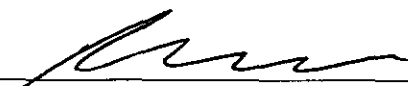
Harry B. Montoya, Chairman
Santa Fe Board of County Commissioners

ATTEST:


Valerie Espinoza
Santa Fe County Clerk

6-30-10
Date

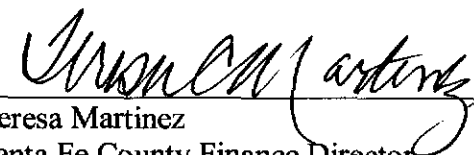
APPROVED AS TO FORM:



Stephen C. Ross
Santa Fe County Attorney

6-11-10
Date

FINANCE DEPARTMENT APPROVAL:



Teresa Martinez
Santa Fe County Finance Director

6/18/2010
Date

BOB BARKER COMPANY, INC.:

(SIGNATURE)

Date

(PRINT NAME AND TITLE)

FEDERAL TAX I.D. NUMBER: 56-1558062

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of execution by:

SANTA FE COUNTY:


Harry B. Montoya, Chairman
Santa Fe Board of County Commissioners

ATTEST:


Valerie Espinoza
Santa Fe County Clerk

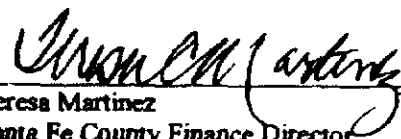
6-30-10
Date

APPROVED AS TO FORM:


Stephen C. Ross
Santa Fe County Attorney

6-11-10
Date

FINANCE DEPARTMENT APPROVAL:


Teresa Martinez
Santa Fe County Finance Director

6/18/2010
Date

BOB BARKER COMPANY, INC.:


(SIGNATURE)

7/8/10
Date

Allison Wilmesmeier Pricing Specialist
(PRINT NAME AND TITLE)

FEDERAL TAX I.D. NUMBER: 56-1558062

Minutes of Special Meeting of the Board of Directors for Bob Barker Company, Inc.

A SPECIAL MEETING of the board of directors of Bob Barker Company, Inc was held on July 28, 2009 in the Blue Ridge Room at Bob Barker Co, Inc headquarters, Fuquay Varina, North Carolina. The Following directors were present and participated in the meeting:

Robert J Barker, Sr.
Robert J Barker, Jr.
George Snead
Gabe Cipau

Patricia M. Barker
Nancy B. Johns
John Kaspberger

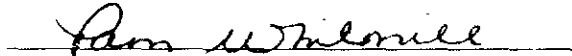
Robert J Barker, Sr., Chairman of the Board, chaired the meeting and Patricia M. Barker, Executive Vice President of the Corporation, acted as Secretary of the meeting.

The chairman announced that a quorum of directors was present and that the meeting, having been duly convened, was ready to proceed with its business. The Secretary presented a waiver of notice of the meeting, signed by all of the directors and was directed to file the waiver of notice with the minutes of the meeting.

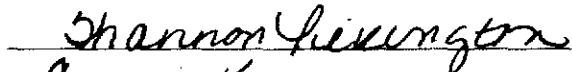
After full discussion of the affairs of the company, the following resolution was introduced for consideration and adoption by the directors:

RESOLVED, that the Board of Directors hereby grants signatory authority to enter bids obligating the company in agreements to furnish products and services at agreed prices and conditions.

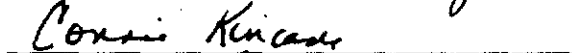
Pam Whitmill



Shannon Pilkington



Connie Kincade



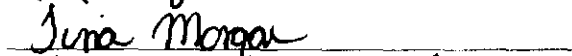
Marie Patterson



Mary Shea



Tina Morgan



Robert J Barker, Sr.



Robert J Barker, Jr.



Dale Griffith

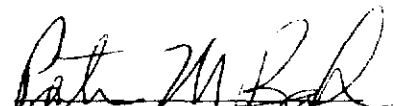


Allison Wilmesmeier



The resolution was unanimously approved. There being no further business before the meeting, on motion duly made, seconded and carried, it was adjourned.


Robert J Barker, Sr.
Chairman of the Board of Directors


Patricia M. Barker
Secretary of the Board of Directors

**ATTACHMENT A
PRICE SCHEDULE
TO PRICE AGREEMENT WITH BOB BARKER
COMPANY, INC.**

Pursuant to the advertisement for IFB that provides that "Santa Fe County reserves the right to reject any and all bids in part or whole" the following Attachment A Price Schedule hereby deletes and removes the following items;

- 1) V-Neck Inmate Shirts
- 2) Razor
- 3) Comb
- 4) Hairbrush
- 5) Towels-only 12"x 12"
- 6) Pillows
- 7) Mattresses

Santa Fe County
Administrative Services Department
142 W. Palace Ave.
2nd Floor
Santa Fe, NM 87501

BBC - Bob Barker
Company

IFB #2010-0278-CORR/ERV

Please offer your best price, for each item as outline below. The Bidders shall complete the following bid sheet in full, for Bid No. 2010-0278-CORR/ERV, including signature at the bottom as stated. Be advised that award may be made without discussion with Bidders on offers received. Offers will be accepted until 10:00 am on the bid due date specified.

Item	Description	Brand & Quantity	Size	List Price Before Discount	% Discount Offered	Net Price Per Item After Discount
1	T-SHIRTS - Unisex *50% Cotton/50% Polyester *Must be crewneck *Color - must be white *Fruit of the Loom or approved equal *Short Sleeve # TS8000	Brand Name Offered: Estimate # of purchases per year: <u>25 doz.</u>	Small	29.95	35%	19.44
			Medium	29.95	35%	19.44
			Large	29.95	34%	19.72
			X-Large	29.95	34%	19.72
			2X-Large	44.95	22%	35.21
			3X-Large	44.95	22%	35.21

* See attached Alternate also

2	MEN'S BOXERS *50% Cotton/50% Polyester *Color - must be white *Fruit of the Loom or approved equal # EBXLSQ	Brand Name Offered: <u>BBC</u> Estimate # of purchases per year: <u>2,500 doz.</u>	Small	17.95	34%	11.90 6.02 <small>any 313118</small>
			Medium	17.95	34%	11.90
			Large	17.95	34%	11.90
			X-Large	17.95	34%	11.90
			2X-Large	19.95	35%	12.88
			3X-Large	19.95	35%	12.88

3	WOMEN'S PANTIES *100% Cotton blend *Color - must be white *Hanes brand or approved equal # ELBLCTN	Brand Name Offered: <u>BBC</u> Estimate # of purchases per year: <u>860 doz.</u>	5	11.90	49%	6.02
			6	11.90	49%	6.02
			7	11.90	49%	6.02
			8	11.90	49%	6.02
			9	11.90	37%	7.50
			10	11.90	37%	7.50
			12	15.90	53%	7.50
			14	15.90	45%	8.75

* See attached alternate also

Allison Wilmesmeyer 3/30/10

Allison Wilmesmeyer

Pricing Specialist

Bob Barker Company, Inc.

4	BRAS *50% Cotton/50% Polyester blend *Must be pull over, without snaps, hook and eyes and no under wire. *Color - must be white *Playtex brand or approved equal # EBASPLS	Brand Name Offered: <u>BBC</u> Estimate # of purchases per year: <u>860 doz.</u>	Dozen			
			32 A,B,C,D	48.95	59%	19.88
			34 A,B,C,D	48.95	59%	19.88
			36 A,B,C,D	48.95	59%	19.88
			38 A,B,C,D	48.95	59%	19.88
			40 A,B,C,D	55.95	64%	19.88
			42 A,B,C,D	55.95	64%	19.88
			44 A,B,C,D	55.95	64%	19.88

5	SOCKS - Unisex *50% Cotton/50% Polyester blend *All white tube sock *Fruit of the Loom or approved equal # 1700-W	Brand Name Offered: <u>BBC</u> Estimate # of purchases per year: <u>3,350 doz.</u>	Dozen	8.45	45%	4.64
			Shoe Size (9 1/2 - 11) * one size fits all			

6	GYM SHORTS - Unisex *50% Cotton/50% Polyester blend *Mid-thigh length *Must be pull up with elastic waist (no strings) *Color: Navy *Fruit of the Loom or approved equal # 859	Brand Name Offered: <u>BBC</u> Estimate # of purchases per year: <u>30 doz.</u> * Price per each	Each			
			Small	7.55	53%	3.58
			Medium	7.55	53%	3.58
			Large	7.55	53%	3.58
			X-Large	7.55	53%	3.58
			2X-Large	7.55	52%	3.63
			3X-Large	8.66	52%	4.12

7	SWEAT PANTS - Unisex *50% Cotton/50% Polyester blend *Must be pull up with elastic waist (no strings) *Color: Grey *Fruit of the Loom or approved equal # SPGY	Brand Name Offered: <u>BBC</u> Estimate # of purchases per year: <u>35 doz.</u> * Price per each	Each			
			Small	7.35	19%	5.92
			Medium	7.35	19%	5.92
			Large	7.35	19%	5.92
			X-Large	7.95	26%	5.92
			2X-Large	8.75	20%	7.02
			3X-Large	10.49	28%	7.52

Allison Wilmesmeier 3/31/10

Allison Wilmesmeier
Pricing Specialist

Bob Barker Company, Inc.

11	INMATE PANTS - Elastic Waist *7.5 oz twill - 65% Polyester/35% Cotton *All seams 3 needle stitched *Reinforced crotch *Slip on work pants *Elastic waist - Elastic to be lock stitched (not chain stitched) with points of stain bar tacked *Mock front fly *No pockets *Each garment to have a woven 2.5" x 1.25" label by size *Elastic to be folded under and not exposed *Color: Khaki and White # TLT, TWT	Brand Name Offered: BBC Estimate # of purchases per year: 90 doz. * price per pair (each)	Prices per each pair			
			Small	8.15	49%	4.14
			Medium	8.15	49%	4.14
			Large	8.15	49%	4.14
			X-Large	8.15	49%	4.14
			2X-Large	8.15	46%	4.40
			3X-Large	9.25	52%	4.40
			4X-Large	9.25	50%	4.67
			5X-Large	9.25	42%	5.37
			6X-Large	9.25	42%	5.37
			* 7X-Large	11.95	55%	5.37
			* 8X-Large	14.87	62%	5.72
			* 9X-Large	15.95	64%	5.72
			10X-Large	16.95	63%	6.27

12	INMATE JACKET - WINTER *100% Cotton *Blanket lined *Acrylic/Polyester Denim Outer Shell *Screen print: Each order shall have: SFCADF in 5 inch black letters (bold) backside of jacket # 652-BL	Brand Name Offered: BBC Estimate # of purchases per year: 200 ea.	* Requires minimum order of 6 ea			
			38/40	20.95	33%	14.00
			42/44	20.95	33%	14.00
			46/48	20.95	33%	14.00
			50/52	22.95	39%	14.00
			54/56	24.95	37%	15.80
			58/60	27.35	36%	17.44
			66/68	28.95	31%	19.88
			70/72	32.75	39%	19.88
			74/76	37.25	42%	21.75

13	SHOWER SHOES *Anti-Fungal *Anti-Bacterial *Flexible PVC *Equal to Leslee Scott Sabre series # SABR	Brand Name Offered: BBC Estimate # of purchases per year: 60 cases * price is per each	Small	2.79	52%	1.33	pair pair pair pair pair pair
			Medium	2.79	52%	1.33	
			Large	2.79	52%	1.33	
			X-Large	2.79	52%	1.33	
			2X-Large	2.79	52%	1.33	
			3X-Large	2.79	52%	1.33	


 Allison Wilmesmeier
 Pricing Specialist

Bob Barker Company, Inc.

Per pair

16	KITCHEN BOOTS *100% Waterproof *Seamless molded construction *Anti-Skid *Insole and heel with reinforced construction at critical stress points *Foot form contour insole # 274928	Brand Name Offered: <u>SEEVUS</u> Estimate # of purchases per year: <u>24 pairs</u>	4	27.99	25%	20.88
			5	27.99	25%	20.88
			6	27.99	25%	20.88
			7	27.99	25%	20.88
			8	27.99	25%	20.88
			9	27.99	25%	20.88
			10	27.99	25%	20.88
			11	27.99	25%	20.88
			12	27.99	25%	20.88
			13	27.99	25%	20.88

17	SHAMPOO - 2 oz. *Clear formula *Clear bottle *Plastic container *Specify how units are packages <u>case</u> (i.e. box, package, dozen, case, bundle) *Specify # of units per package <u>96 bottles/case</u> # ms2	Brand Name Offered: <u>max security</u> Estimate # of purchases per year: <u>125 cases</u>	Each case	23.35	15%	19.75
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18	FACE/BODY BAR SOAP *0.5 oz *Specify how units are packages <u>case</u> (i.e. box, package, dozen, case, bundle) *Specify # of units per package <u>1000/case</u> # 01	Brand Name Offered: <u>BBC</u> Estimate # of purchases per year: <u>125 cases</u>	Each case	35.75	22%	27.92
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Allison Wilmesmeier 3/31/10

Allison Wilmesmeier
Pricing Specialist

Bob Barker Company, Inc.

27	TOWELS *100% Cotton 22" x 44" *Bath Towel - 22" x 24" *Flame Retardant *Securely stitched hem *Specify how units are packages <u>Dozen</u> (i.e. box, package, dozen, case, bundle) *Specify # of units per package <u>Dozen</u> # BT2244 AW # BT2244 3/21/10	Brand Name Offered: <u>BBC</u> Estimate # of purchases per year: <u>180 doz.</u>	Each <u>dozen</u>	20.75	46%	11.16
		* see	attached	Alternate	also	


 Allison Wilmesmeier
 Pricing Specialist

Bob Barker Company, Inc.

32	DERBY MATTRESS OR EQUIVALENT *Description: Envelope style, 100% sealed seam, Dartex fabric cover that is warranted to not crack for up to 5 years; fluid resistant breathable vent. Flame retardant mattress suitable for continuous use in correctional environments. If mattress is equivalent specify mattress type Materials: (Must Include) a. Cover must be Dartex Coatings, Inc. PU coated fabric, ISO certified b. 5 year warranty against cracking, dimensional stability c. Flame retardant d. Anti-fungal e. Anti-microbial f. Bacteriostatic g. Virus barrier h. Moisture vapor permeable i. Washable j. Abrasion resistant Construction: (Must Include) a. 100% sealed seam with no stitching b. Breathable vend must resist water, oil, urine, blood and head lice c. Seam strength in excess of 70 lbs. d. Core must be 100% densified polyester, minimum of 12 oz./sq. ft. density e. Envelop style construction, turned edge construction with all seams inside the mattress f. Thickness no less than 4.5" our matt is 4 1/2" g. Size: 4.5 x 25 x 75 (Must Meet These Tests) Flammability and ASTM testing must meet or exceed the requirements of the following:	Brand Name Offered: <u>BBC</u> Estimate # of purchases per year: <u>As Needed</u>	Each	99.95	3%	96.72
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* See attached Spec.

Allison Wilmesmeier 3/31/10

Allison Wilmesmeier
Pricing Specialist

Bob Barker Company, Inc.

* Alternate Items *

Santa Fe County
Administrative Services Department
142 W. Palace Ave.
2nd Floor
Santa Fe, NM 87501

IFB #2010-0278-CORR/TRV

Please offer your best price, for each item as outline below. The Bidders shall complete the following bid sheet in full, for Bid No. 2010-0278-CORR/TRV, including signature at the bottom as stated. Be advised that award may be made without discussion with Bidders on offers received. Offers will be accepted until 10:00 am on the bid due date specified.

Item	Description	Brand & Quantity	Size	List Price Before Discount	% Discount Offered	Net Price Per Item After Discount
1	T-SHIRTS - Unisex 100% Cotton *50% Cotton/50% Polyester *Must be crewneck *Color - must be white *Fruit of the Loom or approved equal *Short Sleeve # 683	Brand Name Offered: BBC Estimate # of purchases per year: 25 doz.	Small	23.99	35%	15.65
			Medium	23.99	35%	15.65
			Large	23.99	22%	18.65
			X-Large	23.99	22%	18.65
			2X-Large	30.90	34%	20.44
			3X-Large	30.90	26%	23.02
2	MEN'S BOXERS *50% Cotton/50% Polyester *Color - must be white *Fruit of the Loom or approved equal	Brand Name Offered: Estimate # of purchases per year: 2,500 doz.	Small			
			Medium	No alternate		
			Large			
			X-Large			
			2X-Large			
			3X-Large			
3	WOMEN'S PANTIES *100% Cotton blend Poly/Cotton Blend *Color - must be white *Hanes brand or approved equal # ELBLS	Brand Name Offered: BBC Estimate # of purchases per year: 860 doz.	5	11.48	48%	6.02
			6	11.48	48%	6.02
			7	11.48	48%	6.02
			8	11.48	48%	6.02
			9	11.48	35%	7.50
			10	11.48	35%	7.50
			12	15.48	52%	7.50
			14	15.48	43%	8.75

Allison Wilmesmeier 3/31/10
Allison Wilmesmeier
Pricing Specialist

Bob Barker Company, Inc.

* Alternate Items *

24	COMB *9" *Black plastic *Specify how units are packages _____ (i.e. box, package, dozen, case, bundle) *Specify # of units per package _____	Brand Name Offered: _____ Estimate # of purchases per year: <u>36 boxes</u>	Each				* No Alternate
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25	HAIRBRUSH *7 3/4" *Vented, plastic bristles *Specify how units are packages _____ (i.e. box, package, dozen, case, bundle) *Specify # of units per package _____	Brand Name Offered: _____ Estimate # of purchases per year: <u>36 boxes</u>	Each				* No Alternate
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26	TOWELS *100% Cotton *Wash Cloth - 12" x 12" *Flame Retardant *Securely stitched hem *Specify how units are packages _____ (i.e. box, package, dozen, case, bundle) *Specify # of units per package _____	Brand Name Offered: _____ Estimate # of purchases per year: <u>180 doz.</u>	Each				* No Alternate
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27	TOWELS *100% Cotton <u>20" x 40"</u> *Bath Towel - <u>22" x 24"</u> *Flame Retardant *Securely stitched hem *Specify how units are packages <u>Dozen</u> (i.e. box, package, dozen, case, bundle) *Specify # of units per package <u>Dozen</u> <u># BT425</u>	Brand Name Offered: <u>BBC</u> Estimate # of purchases per year: <u>180 doz.</u>	Each	<u>15.65</u>	<u>46%</u>	<u>8.48</u>	
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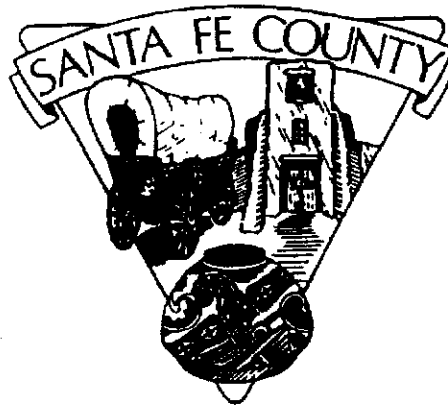
Allison W. Meier 3/31/10

Allison W. Meier
Pricing Specialist

Bob Barker Company, Inc.

ATTACHMENT B
IFB # 2010-0278-CORR/TRV

**SANTA FE COUNTY
CORRECTIONS DEPARTMENT**



**INMATE CLOTHING, HYGIENE, LINEN
& MATTRESSES**

IFB #2010-0278-CORR/TRV

MARCH 2010

TABLE OF CONTENTS

Advertisement for Bids	1
A. BIDDING DOCUMENTS:	
Bid Instructions	2
General Terms and Conditions.....	3
<i>Supplemental Terms and Conditions</i>	7
IFB Acknowledgement of Receipt Form	9
Campaign Contribution Disclosure Form	10
B. SPECIFICATION	13
C. BID FORMS	16
D. CONTRACTUAL DOCUMENTS	
Sample Price Agreement	Appendix A

ADVERTISEMENT FOR BIDS

INVITATION FOR BIDS

**IFB #2010-0278-CORR/TRV
INMATE CLOTHING, HYGIENE, LINEN & MATTRESSES**

The Santa Fe County is requesting bids for the purpose of procuring for inmate clothing, hygiene, linen & mattresses. Bids may be held for ninety (90) days subject to all action by the County. Santa Fe County reserves the right to reject any and all bids in part or in whole. A completed bid package shall be submitted in a sealed container indicating the bid title and number along with the bidding firm's name and address clearly marked on the outside of the container. **All bids must be received by 10:00 A.M., MDT, on April 6, 2010 at the Santa Fe County Purchasing Division, 142 W. Palace Avenue (2nd Floor), Santa Fe, NM 87501.** By submitting a bid for the requested services each firm is certifying that their bid is in compliance with regulations and requirements stated within the IFB package.

EQUAL OPPORTUNITY EMPLOYMENT: All qualified bidders will receive consideration for contract(s) without regard to race, color, religion, sex or national origin. Bidders of this work shall be *required to comply with the President's Executive Order #11246, as amended.*

Invitation for Bid packages may be obtained by contacting Tila Rendon-Varela, Procurement Specialist, Senior, Santa Fe County Purchasing Division at (505) 992-6753, through e-mail at trendon@co.santa-fe.nm.us; or on our website at http://www.santafecounty.org/about_us/current_bid_solicitations.php

**BIDS RECEIVED AFTER THE DATE AND TIME SPECIFIED ABOVE WILL
NOT BE ACCEPTED.**

Santa Fe County
Purchasing Division
Publish – March 26, 2010

BID INSTRUCTIONS

1. All bids shall be submitted on the Santa Fe County "Invitation for Bids" forms provided herein.
2. All bids must be received by the Santa Fe County Purchasing Division, 142 West Palace Avenue, second floor, as specified in these Bid Instructions:

Mailing Address:

Santa Fe County Purchasing
Attn: Tila Rendon-Varela
PO Box 276
Santa Fe, NM 87504-0276

Hand Delivery and Courier:

Santa Fe County Purchasing Division
142 W. Palace Ave., 2nd Floor
Santa Fe, NM 87501

3. Bids shall be submitted in a sealed envelope and be clearly marked with the words:
Sealed Bid Enclosed, Bid #2010-0278-CORR/TRV, Inmate Clothing, Hygiene, Linen and Mattresses for Santa Fe County Corrections Department.
4. Filing time marked or stamped on the sealed envelope by the Santa Fe County Purchasing Division shall be the official time of receipt of the bid.
5. All bids shall remain sealed until the date and time specified on page one (1) of this bid package.
6. To preclude possible errors and/or misinterpretations, bid prices shall be affixed in ink, legibly written or typed. In case of discrepancy, amounts stated in words shall govern.

GENERAL TERMS AND CONDITIONS

1. **Bid Modification and Withdrawal:** After bid opening, no modification of bids shall be permitted. A bidder alleging a material mistake of fact may be permitted to withdraw its request prior to the scheduled bid opening for the purposes of correction and/or change. Such modifications shall be properly identified and signed or initialed by the firm's authorized representative or agent. Resubmission of the modified bid shall be received within the specified time of bid opening to be considered.

2. **Contract Terms and Conditions:** The Contract between the County and the Contractor shall follow the Terms and Conditions as stipulated throughout this Invitation for Bid.

General references to the Bidder's terms and conditions or attempts at complete substitutions are not acceptable to the County and will result in disqualification of the Bidder's bid.

3. **Notification of Award:** The successful Bidder(s) shall be notified in writing within five (5) working days of contract award. The successful Bidder(s) will be issued subsequent purchase order(s) for goods and/or services as predicated by the Statement of Work, Specifications or supplemental agreement prepared by Santa Fe County.
4. **Delivery:** Unless otherwise specified, all items bid are delivered to Santa Fe, NM at a site to be determined by the County, at the time the purchase order is released. (See Supplemental Terms and Conditions for Late Delivery Penalties)
5. **Payment Terms:** All successful Bidders for items bid shall be subject to terms of payment thirty (30) days after receipt of the firm's proper and acceptable invoice(s) by Santa Fe County.
6. **Applicable Taxes:** Prices offered are not to include applicable taxes. Applicable taxes shall be specified as a separate line item and will not be included in the bid evaluation. The County agrees to pay all applicable taxes where required. Santa Fe County is exempt from paying taxes on supplies and/or goods. The awarded Bidder may request a non-taxable transaction certificate (NTTC) from the Purchasing Division.
7. **Estimated Quantities:** All Bidders understand that any quantities stated in this invitation are estimated quantities and actual quantities for the term of the contract may vary. Santa Fe County assumes no liability in the event actual requirements do not equal the stated estimated quantities. Actual purchases by the County for materials and/or services stated in this invitation are contingent upon available appropriated funding.
8. **Inspection and Acceptance:** Final inspection and acceptance of items will be made at the destination. Non-conforming units shall be removed by the contractor at its risk and expense promptly upon notification of the non-conformance.
9. **Warranties:** The Bidder agrees that the goods and/or services furnished under this

invitation shall be covered by most favored commercial warranties the Bidder gives to any customer for such goods and/or services and that the rights and remedies provided herein shall extend to the County and are in addition to and do not limit any rights afforded to the County by any other clause in any resulting order. The Bidder agrees not to disclaim warranties of fitness for a particular purpose and warranty of merchantability.

10. **Invoice Requirements:** The Contractor's invoice shall be submitted in triplicate duly certified and contain the following information to be acceptable to the County:
 - Purchase order number – IFB number
 - Invoice Number
 - Unit prices with extended totals
 - Complete descriptions of goods and/or services rendered
 - Separate invoices shall be issued for each completed shipment, project or phase as determined in any previous order for such goods and/or services.
11. **Rights to Cancel:** The County reserves the right to cancel all or any part of any resulting order without cost to the County if the awarded Contractor fails to meet material provisions of the order, and except as otherwise provided herein, to hold the awarded Contractor liable for any excess costs associated with the Contractor's default. The awarded Contractor shall not be liable for any excess costs if failure to perform is due to causes beyond the control and shall not be the fault of negligence of the Contractor. Such causes include, but are not restricted to, acts of God, fires, floods, epidemics, quarantine restrictions, strikes, freight, embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the County can determine that the goods or services to be supplied by the sub-contractor were obtainable from other sources in sufficient time to meet the required delivery schedule. The rights and remedies of the County provided in this paragraph shall not be exclusive and are in addition to other rights provided under applicable laws.
12. **Contractors Certification:** In submitting a bid, the Bidder certifies that it has not directly or indirectly entered into actions that may restrict open and effective competition for items subject to this invitation for bids by the County.
13. **Compliance with FCRA:** Bidders submitting bids shall be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev.1979)
14. **Specifications:** The apparent silence of the specification as to any detail or apparent omission from them of detailed description concerning any point shall be regarded as meaning that only the best commercial practice is to prevail and only materials and workmanship of first quality are to be used.
15. **Contract or Award:** The County shall award the contract to the lowest responsible bidder. The County reserves the right to reject any and all bids.
16. **Interpretation of Bid Specifications:** Technical expertise may be required to provide

materials that will conform to all applicable federal, state and local standards and/or to function as indicated in these specifications. The contractor shall be responsible for ensuring that goods and/or services offered meet or exceed the stated criteria.

ANY EXCEPTIONS TO THE SPECIFICATIONS SHALL BE CLEARLY NOTED AND EXPLAINED.

17. **Interpretation of Meaning:** No interpretation of the meaning of the specifications or other documents will be made to any bidding firm orally. Each request for interpretations shall be in writing addressed to Vincent Ojinaga, Procurement Manager, Santa Fe County Purchasing Division at 142 West Palace Ave., Second Floor, Santa Fe, NM 87501 or via fax at (505) 989-3243, and to be given consideration must be received at least ten (10) working days prior to the date fixed for the receipt of bids.
18. **Communication:** Direct communication with the County technical representative or government sponsor of the requirement, other than through the aforementioned individual, may result in the elimination of the bidder's offer from consideration.
19. **IFB Corrections:** Any and all interpretations and supplemental instructions will be in the form of a written addenda to the IFB which, if issued, will be mailed by certified mail with return receipt requested or other means determined by the County as reasonable to expedite this process to all prospective firms prior to the date fixed for the receipt of bids. Failure of any bidding firm to receive any such addenda or interpretations shall not relieve such firm from any obligation under their bid as submitted. **All addenda so issued shall become part of the contract documents.**
20. **Brand Names and Model Numbers:** Specifications in this invitation are not meant to be restrictive, but descriptive. Specifications contained herein reflect the minimum acceptable standards and are not intended to restrict competition. No substitute specifications may be included, exceptions may be made only if required to match existing equipment, or conform to pre-existing conditions which preclude mismatch of sizes, styles or color. Substitutions which would require additional delivery time, expense or modifications of the original design may be rejected.
21. **Item Description(s):** All items on all pages of the specification are representative of the desired sized and dimensions and as such are intended as guides to potential Bidders in the preparation of bids. Bids of equivalent items will be considered for award if (1) such items are clearly identified by manufacturer's name, brand, and model number, if any, in the offer; (2) descriptive literature or other such data is provided to show that the equivalent items are equal to the brand name; and (3) the County determines such items to be equal in all material respects to the salient specifications of the products required.
22. **Compatibility or Brand Name(s):** Bidders shall clearly indicate that it is bidding an "equal" product unless the bidder is bidding the brand name product(s) referenced in the Information for Bids. Should any specified brands or models be listed incorrectly, discontinued or improved, the Bidder shall note such changes in their bids and include

the pertinent details regarding the change. In the event the item has been discontinued, the Bidder will be allowed to propose comparable goods along with the necessary supplemental documentation supporting their position.

23. **Evaluation and Determination of Product(s):** The evaluation of bids and the determination as to equality of the product bid shall be the responsibility of the County and will be based on information provided in the Bid and/or information reasonably available to the County.
24. **Resident Manufacturer Preference:** To expedite the determination of eligibility for the 5% resident manufacturer preference, please complete the following, if applicable:

I(We) certify that the following items numbered _____
_____ as indicated in this invitation were(are) grown, produced,
processed or manufactured wholly in the state of New Mexico.

Resident Business Preference

The 5% resident business preference shall apply to all registered business, unless the expenditure of federal funds designated for a specific purpose is involved.

Preference Registration Information

I(We) certify that this business is registered with the State of New Mexico as a resident manufacturer or resident business, number _____.

Note: No bidder shall receive more than 5% preference on any one bid.

SUPPLEMENTAL TERMS AND CONDITIONS

1. **Intent of Specifications:** The following specifications are intended to describe the requirements by Santa Fe County. The County reserves the right to accept some minor variances in the approved goods offered by the bidders if such acceptance is determined to be in the best interest of the County.
2. **Qualified Bidders:** Bids may be accepted from vendors and/or factory authorized dealers who are able and willing to provide the lowest cost goods to the County. Bidders must be in a position to offer the lowest cost and completely meet all established state and federal regulations or exceed the minimum specifications contained herein. When additional components are required to complete a bid package which is not usually supplied by the Bidder, such components shall be supplied by an authorized supplier, but shall be the full responsibility of the Bidder. All Bidders shall include references from three (3) or more places of business that these services were provided to.
3. **Inspection of Work:** Representatives of the Santa Fe County, including the Purchasing Division, shall have access at any reasonable time, to the Bidder's and Manufacturer's facilities for the purposes of inspection during the agreement period, to inspect the recording facility during its normal working hours. The costs associated with such inspection trips shall be borne by the County.
4. **Late Delivery:** It is expressly understood and agreed that, as a result of the public interest, and because of the monetary losses that the County may incur as a result of failure to deliver the goods described in the contract on time, that time is of the essence in the performance of this contract. It is agreed that damages resulting from late delivery can neither be accurately anticipated or calculated.

The following delivery terms and conditions apply to the item(s) described in the specifications: The goods and/or services shall be delivered within ten (10) business days after receipt of order (ARO).

At the option of the County Procurement Manager, the County may invoke the default provision of this contract contained in the General Terms & Conditions (#11) in addition to any penalties as outlined above.

5. **Payment or Acceptance Not Conclusive:** No payment made under this Agreement shall be conclusive evidence of the performance of the contract, either wholly or in part, and that no payment made for the delivery of the items in whole or in part shall be construed as an acceptance of defective work or improper materials, and shall not relieve the bidder from corrections of the defects. The final acceptance shall not be binding upon the County nor conclusive, should it subsequently develop the Bidder had furnished inferior items or had departed from the specifications and/or the terms of the contract. Should such conditions become evident, the County shall have the right, notwithstanding final acceptance and payment, to cause the services to be properly furnished in accordance with the specifications (and drawings, if any) at the cost and expense of the

bidder.

6. **Order of Preference:** In the event of conflict between the Bid Instructions and General Terms and Conditions and the Supplemental Terms and Conditions, the Supplemental Terms and Conditions shall prevail.

Any references herein to a particular make or model number are intended not to be restrictive, but to set forth an acceptable level of quality and design.

7. **Method of Award:** Santa Fe County reserves the right to award a "Multiple Source Award" pursuant to Section 13-1-153 NMSA 1978, to the bidder(s) submitting the lowest responsive bid(s) meeting or exceeding specifications and terms and conditions for those items.

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ACKNOWLEDGEMENT OF RECEIPT OF INVITATION FOR BIDS FORM

In acknowledgement of receipt of this Invitation for Bids the undersigned agrees that he/she has received a complete copy, beginning with the title page, and ending with _____.

The acknowledgement of receipt should be signed and returned to the Procurement Manager. Only Bidders that return this form in a timely manner will receive copies of addenda to this IFB.

FIRM: _____
 REPRESENTED BY: _____
 TITLE: _____
 PHONE NO.: _____
 FAX NO.: _____
 E-MAIL ADDRESS: _____
 MAILING ADDRESS: _____

 DELIVERY ADDRESS: _____

By: _____ Date: _____
 (signature)
 Name: _____
 (printed)
 Title: _____

This name and address will be used for all correspondence related to the Invitation for Bids.

Tila Rendon-Varela
 Santa Fe County Administrative Services Department
 Purchasing Division
 142 W. Palace Avenue
 Santa Fe, NM 87501
 Phone: (505) 992-6753 Fax: (505) 989-3243
 E-mail: trendon@co.santa-fe.nm.us

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the

committee.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

SPECIFICATIONS

Objective Description

Santa Fe County is issuing an Invitation For Bids for Inmate clothing, hygiene, linen and mattresses for Santa Fe County Corrections Department to award a firm, fixed, indefinite quantity price agreement. Santa Fe County reserves the right to award a "multiple source award" pursuant to NMSA 1978 sec. 13-1-153 to the bidder(s) submitting the lowest responsive bid(s) meeting or exceeding specifications and terms and conditions for those items. The successful bidder(s) will be awarded a two (2) year contract with the County. At its sole discretion, the County shall have the option to renew for an additional one (1) two (2) year term contingent upon available appropriated funding and with the same terms and conditions for these goods and/or services.

Scope of Work

The intent of this bid is to establish a Price Agreement for the purchase of Inmate Clothing, Hygiene, Linen and Mattresses for use by the Santa Fe County Corrections Department. The Juvenile Detention Center houses approximately 30 juveniles at any given time and the Adult Detention Facility houses approximately 400 inmates.

Requirements –

- Pricing must be firm for the full term of the Agreement.
- Bidders are requested to bid according to unit requirements on estimated usage per unit.
- Slight variations in sizes may be considered. Vendors must indicate variations on bid item(s). If vendor's product requirements are different from those specified, vendor must point out the differences on the bid.
- Mattress for the Adult Detention Facility must be EQUAL TO a Derby Mattress
 - Mattress specifications are listed in the Pricing Section page 26 and 27
 - The use of a brand name is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition.
- Mattress for the Juvenile Detention Facility must be EQUAL TO a Derby Mattress
 - Mattress specifications are listed in the Pricing Section page 26 and 27
 - The use of a brand name is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition.
- Bidders must provide 2 copies of manufacturer's data sheets for each product (mattress).
- Bidders must provide the manufacturer's specification and information necessary to show compliance with specifications.
- Bidder must provide instructions for care and maintenance for mattresses.
- Standard package shall clearly indicate contents by name, net contents in pounds, name and address of manufacturer, use instructions, and any applicable hazardous labeling precautions in full accordance with all pertinent OSHA requirements and must meet DOT requirements. MSDS sheets, on applicable items, shall accompany each order, and shall be maintained by the County.

- Request clarifications where necessary.

Warranty – All items must be new, unused, first quality only (no irregulars or seconds will be accepted), and ready for immediate use. No defective stitching, raw edges or loose threads. Garments not properly sewn or without adequate seams and hems will be rejected. All clothing must be free from manufacturer defect for a period of 60 days; all other items must be free from manufacturer defect. The bidder must provide an additional written limited warranty for the mattress, covering factory repair or replacement of defective materials for up to 5 years against cracking of mattress cover, and for up to 5 years against failure of heat sealed bonds of seams. The bidder will be responsible for replacement, pickup, freight charges, and delivery costs for all items during the warranty period.

Quantities -- The quantities given in the bid are the best estimates. Quantities ordered may be increased or decreased as deemed necessary during the term of the Agreement.

Product Discontinuance – In the event a product and/or model is discontinued by the manufacturer, the County at its sole discretion may allow the awarded bidder(s) to provide a substitute for the discontinued item. The awarded bidder(s) shall request permission to substitute a new product and provide the following:

- Documentation from the manufacturer that the product or model has been discontinued.
- Documentation that names the replacement product.
- Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product.
- Documentation confirming that the price for the replacement is the same or less than the discontinued product or model.

Delivery will be accepted from Monday through Friday, 8:00 am to 5:00 pm. Arrangements for delivery shall be made through either the Adult Detention Facility or the Juvenile Detention Facility **PRIOR TO ANY ATTEMPTED DELIVERY**. All products shall be boxed and if applicable be palletized and contractor will be responsible for unloading products. Delivery date shall be within 10 days from the order date. All deliveries shall be F.O.B. Santa Fe, NM and a package slip must accompany each delivery.

Invoices will list the County purchase order number and items being delivered. In addition, they must state what they cover, as the case may be, complete or partial delivery and must show unit and unit prices. Terms of payment shall be the standard net 30.

A sample of the bid item shall be submitted with the bid or the bidder will be disqualified for being unresponsive. Samples will not be returned unless the bidder indicates the requirement to do so at the time the sample is furnished, and then only at the bidder's expense. Failure to arrange for pick up of the released samples within thirty (30) calendar days will result in disposal of the samples. Submit samples under separate cover – do not send with bid submittal. Samples must contain the following information securely attached to each sample: bid number, item number, manufacturer's name and lot number.

Notwithstanding the existence of this agreement, the County and/or its political sub-divisions reserve the right to order any items(s) required for emergency purpose from any party who can deliver such item(s) to meet the requirements of the user, without waiving or voiding any of the terms of this agreement.

THIS SPACE LEFT BLANK INTENTIONALLY

BID SHEETProject: Inmate Clothing, Hygiene, Linen & MattressesIFB No. #2010-0278-CORR/TRV

Bidder:

This Bid is submitted to:

Santa Fe County Purchasing Division142 W. Palace Ave. (2nd Floor)Santa Fe, New Mexico 87501Attn: Tila Rendon-Varela

Having read the Santa Fe County Bid Instructions and General Terms and Conditions and examined the specifications sheet(s) for the Invitation for Bids reference **#2010-0278-CORR/TRV** we hereby submit the attached firm offer for which will remain open for a period not to exceed ninety (90) days in accordance with all terms and conditions represented in this solicitation for:

**INMATE CLOTHING, HYGIENE, LINEN & MATTRESSES
CORRECTIONS DEPARTMENT**

Signature:

Name (typed or printed):

Title:

Firm Name:

Federal ID or Social Security Number:

NM License #

Resident Contractor's Preference #:

Dept. of Labor Registration #:

NM Business Preference #:

(X) Liability Insurance is required.

(X) Copy of Workers' Compensation Insurance is required

Telephone: () _____ Fax: () _____

() Received addenda #'s _____ & _____ when issued.

Santa Fe County
 Administrative Services Department
 142 W. Palace Ave.
 2nd Floor
 Santa Fe, NM 87501

IFB #2010-0278-CORR/TRV

Please offer your best price, for each item as outline below. **The Bidders shall complete the following bid sheet in full, for Bid No. 2010-0278-CORR/TRV, including signature at the bottom as stated.** Be advised that award may be made without discussion with Bidders on offers received. Offers will be accepted until 10:00 am on the bid due date specified.

Item	Description	Brand & Quantity	Size	List Price Before Discount	% Discount Offered	Net Price Per Item After Discount
1	T-SHIRTS - Unisex *50% Cotton/50% Polyester *Must be crewneck *Color - must be white *Fruit of the Loom or approved equal *Short Sleeve	Brand Name Offered: _____ Estimate # of purchases per year: _____	Small			
			Medium			
			Large			
			X-Large			
			2X-Large			
			3X-Large			
2	MEN'S BRIEFS *50% Cotton/50% Polyester *Color - must be white *Fruit of the Loom or approved equal	Brand Name Offered: _____ Estimate # of purchases per year: _____	Small			
			Medium			
			Large			
			X-Large			
			2X-Large			
			3X-Large			
3	WOMEN'S PANTIES *100% Cotton blend *Color - must be white *Hanes brand or approved equal	Brand Name Offered: _____ Estimate # of purchases per year: _____	5			
			6			
			7			
			8			
			9			
			10			
			12			
			14			

4	BRAS *50% Cotton/50% Polyester blend *Must be pull over, without snaps, hook and eyes and no under wire *Color – must be white *Playtex brand or approved equal	Brand Name Offered: Estimate # of purchases per year:	32 A,B,C,D			
			34 A,B,C,D			
			36 A,B,C,D			
			38 A,B,C,D			
			40 A,B,C,D			
			42 A,B,C,D			
			44 A,B,C,D			

5	SOCKS - Unisex *50% Cotton/50% Polyester blend *All white tube sock *Fruit of the Loom or approved equal	Brand Name Offered: Estimate # of purchases per year:	Shoe Size (9 1/2 - 11)			

6	GYM SHORTS - Unisex *50% Cotton/50% Polyester blend *Mid-thigh length *Must be pull up with elastic waist (no strings) *Color: Navy *Fruit of the Loom or approved equal	Brand Name Offered: Estimate # of purchases per year:	Small			
			Medium			
			Large			
			X-Large			
			2X-Large			
			3X-Large			

7	SWEAT PANTS - Unisex *50% Cotton/50% Polyester blend *Must be pull up with elastic waist (no strings) *Color: Grey *Fruit of the Loom or approved equal	Brand Name Offered: Estimate # of purchases per year:	Small			
			Medium			
			Large			
			X-Large			
			2X-Large			
			3X-Large			

8	SWEAT SHIRT - Unisex *50% Cotton/50% Polyester blend *Must be pull over *Must be crew neck *Color: Grey *Fruit of the Loom or approved equal	Brand Name Offered: Estimate # of purchases per year:	Small			
			Medium			
			Large			
			X-Large			
			2X-Large			
			3X-Large			

9	COVERALL *Fabric to be perma-press *65% Polyester/35% Cotton twill *Short sleeve, full cut, double stitched, reinforced at points of strain *Fly front closure to conceal heavy duty snaps (grippers not acceptable) *One pocket only over left breast, no opening in side seams *Colors: Orange, Khaki, Yellow, Navy and Red *Screen print: Each order shall have: SFCADF in 5 inch black letters (bold) backside of coverall	Brand Name Offered: Estimate # of purchases per year:	Small			
			Medium			
			Large			
			X-Large			
			2X-Large			
			3X-Large			
			4X-Large			
			5X-Large			
			6X-Large			
			7X-Large			
			8X-Large			
			9X-Large			
			10X-Large			

10	V-Neck Inmate Shirts *7.5 oz twill-65% Polyester/35% Cotton blend *V-neck Slip on work shirt *No buttons *One pocket over left breast *Raglan short sleeve *Square bottoms *Each garment to have a woven 2.5" x 1.25" label by size *All seams 3 needle stitched *Color: Khaki and White *Screen print: Each order shall have: SFCADF in 5 inch black letters (bold) backside of shirt	Brand Name Offered: Estimate # of purchases per year:	Small			
			Medium			
			Large			
			X-Large			
			2X-Large			
			3X-Large			
			4X-Large			
			5X-Large			
			6X-Large			
			7X-Large			
			8X-Large			
			9X-Large			
			10X-Lge			

11	INMATE PANTS - Elastic Waist *7.5 oz twill - 65% Polyester/35% Cotton *All seams 3 needle stitched *Reinforced crotch *Slip on work pants *Elastic waist - Elastic to be lock stitched (not chain stitched) with points of stain bar tacked *Mock front fly *No pockets *Each garment to have a woven 2.5" x 1.25" label by size *Elastic to be folded under and not exposed *Color: Khaki and White	Brand Name Offered: Estimate # of purchases per year:	Small			
			Medium			
			Large			
			X-Large			
			2X-Large			
			3X-Large			
			4X-Large			
			5X-Large			
			6X-Large			
			7X-Large			
			8X-Large			
			9X-Large			
			10X-Large			
12	INMATE JACKET - WINTER *100% Cotton *Blanket lined *Acrylic/Polyester Denim Outer Shell *Screen print: Each order shall have: SFCADF in 5 inch black letters (bold) backside of jacket	Brand Name Offered: Estimate # of purchases per year:	38/40			
			42/44			
			46/48			
			50/52			
			54/56			
			58/60			
			66/68			
			70/72			
			74/76			
13	SHOWER SHOES *Anti-Fungal *Anti-Bacterial *Flexible PVC *Equal to Leslee Scott Sabre series	Brand Name Offered: Estimate # of purchases per year:	Small			
			Medium			
			Large			
			X-Large			
			2X-Large			
			3X-Large			

14	CANVAS SHOES *7 oz canvas material *Vulcanized rubber soles *Full cushion insoles with arch support *Reinforced stress points at heel and toe *Machine washable *Color: Orange and/or White	Brand Name Offered:	4			
		Estimate # of purchases per year:	5			
			6			
			7			
			8			
			9			
			10			
			10.5			
			11			
			11.5			
			12			
			13			
			14			

15	LEATHER WORK BOOTS *6" Genuine leather upper *Plain toe *Oil resistant, non-marking, cleated gum rubber outsole to prevent slipping *Goodyear welt construction *27 mm triple cushion, lined insole with arch support *Riveted at main stress points *Cambrelle lining *Non-rust eyelets *Padded tongue and collar *Shankless Double stitched loop backstay *Outsole to upper; stitched and cemented for double reinforcement *Colors: Black or brown *Wide width *Whole/half size	Brand Name Offered:	5 - 5 1/2			
		Estimate # of purchases per year:	6 - 6 1/2			
			7 - 7 1/2			
			8 - 8 1/2			
			9 - 9 1/2			
			10 - 10 1/2			
			11 - 11 1/2			
			12 - 12 1/2			
			13 - 13 1/2			
			14 - 14 1/2			
			15 - 15 1/2			
			16 - 16 1/2			

16	KITCHEN BOOTS *100% Waterproof *Seamless molded construction *Anti-Skid *Outsole and heel with reinforced construction at critical stress points *Foot form contour insole	Brand Name Offered:	4			
		Estimate # of purchases per year: _____	5			
			6			
			7			
			8			
			9			
			10			
			11			
			12			
			13			

17	SHAMPOO - 2 oz. *Clear formula *Clear bottle *Plastic container *Specify how units are packages _____ (i.e. box, package, dozen, case, bundle) *Specify # of units per package _____	Brand Name Offered:	Each			
		Estimate # of purchases per year: _____				

18	FACE/BODY BAR SOAP *0.5 oz *Specify how units are packages _____ (i.e. box, package, dozen, case, bundle) *Specify # of units per package _____	Brand Name Offered:	Each			
		Estimate # of purchases per year: _____				

19	RAZOR *Anti-Shank - break away when tampered with *Specify how units are packages _____ (i.e. box, package, dozen, case, bundle) *Specify # of units per package _____	Brand Name Offered:	Each			
		Estimate # of purchases per year: _____				

20	TOOTHBRUSH *3 1/4" long *Specify how units are packages _____ (i.e. box, package, dozen, case, bundle) *Specify # of units per package _____	Brand Name Offered: _____ Estimate # of purchases per year: _____	Each			
21	TOOTHPASTE (Flouride) *0.85 oz *Clear toothpaste *Clear, plastic tube *Specify how units are packages _____ (i.e. box, package, dozen, case, bundle) *Specify # of units per package _____	Brand Name Offered: _____ Estimate # of purchases per year: _____	Each			
22	DEODERANT *0.5 oz *Scent free *Push up container *Specify how units are packages _____ (i.e. box, package, dozen, case, bundle) *Specify # of units per package _____	Brand Name Offered: _____ Estimate # of purchases per year: _____	Each			
23	SANITARY NAPKIN *Feminine Hygiene *Individually wrapped *Specify how units are packages _____ (i.e. box, package, dozen, case, bundle) *Specify # of units per package _____	Brand Name Offered: _____ Estimate # of purchases per year: _____	Each			

24	COMB *9" *Black plastic *Specify how units are packages _____ (i.e. box, package, dozen, case, bundle) *Specify # of units per package _____	Brand Name Offered: _____ Estimate # of purchases per year: _____	Each			
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25	HAIRBRUSH *7 3/4" *Vented, plastic bristles *Specify how units are packages _____ (i.e. box, package, dozen, case, bundle) *Specify # of units per package _____	Brand Name Offered: _____ Estimate # of purchases per year: _____	Each			
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26	TOWELS *100% Cotton *Wash Cloth - 12" x 12" *Flame Retardant *Securely stitched hem *Specify how units are packages _____ (i.e. box, package, dozen, case, bundle) *Specify # of units per package _____	Brand Name Offered: _____ Estimate # of purchases per year: _____	Each			
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27	TOWELS *100% Cotton *Bath Towel - 22" x 24" *Flame Retardant *Securely stitched hem *Specify how units are packages _____ (i.e. box, package, dozen, case, bundle) *Specify # of units per package _____	Brand Name Offered: _____ Estimate # of purchases per year: _____	Each			
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28	SHEETS *50% Polyester/50% cotton *54" x 90" *180 thread count *No iron *Securly stitched hem *Flame retardant *Color: White *Specify how units are packages _____ (i.e. box, package, dozen, case, bundle) *Specify # of units per package _____	Brand Name Offered: _____ Estimate # of purchases per year: _____	Each			
----	--	--	------	--	--	--

29	PILLOW CASES *50% Polyester/50% cotton *42" x 36" *180 thread count *No iron *Securly stitched hem *Flame retardant *Color: White *Specify how units are packages _____ (i.e. box, package, dozen, case, bundle) *Specify # of units per package _____	Brand Name Offered: _____ Estimate # of purchases per year: _____	Each			
----	--	--	------	--	--	--

30	BLANKET *40% Wool/60% Synthetic Fiber *54" x 84" *Whipstitched ends *Flame retardant *Color: Dark Grey *Specify how units are packages _____ (i.e. box, package, dozen, case, bundle) *Specify # of units per package _____	Brand Name Offered: _____ Estimate # of purchases per year: _____	Each			
----	---	--	------	--	--	--

31	PILLOWS *20" x 26" *Flame resistant *Micro-Guard Cover to kill bacteria and prevent from spreading *Antimicrobial polyester fiberfill *Easy to clean with soap and water	Brand Name Offered: Estimate # of purchases per year:	Each			
32	DERBY MATTRESS OR EQUIVALENT *Description: Envelope style, 100% sealed seam, Dartex fabric cover that is warranted to not crack for up to 5 years; fluid resistant breathable vent. Flame retardant mattress suitable for continuous use in correctional environments. If mattress is equivalent specify mattress type Materials: (Must Include) a. Cover must be Dartex Coatings, Inc. PU coated fabric, ISO certified b. 5 year warranty against cracking, dimensional stability c. Flame retardant d. Anti-fungal e. Anti-microbial f. Bacteriostatic g. Virus barrier h. Moisture vapor permeable i. Washable j. Abrasion resistant Construction: (Must Include) a. 100% sealed seam with no stitching b. Breathable vent must resist water, oil, urine, blood and head lice c. Seam strength in excess of 70 lbs. d. Core must be 100% densified polyester, minimum of 12 oz./sq. ft. density e. Envelop style construction, turned edge construction with all seams inside the mattress f. Thickness no less than 4.5" g. Size: 4.5 x 25 x 75 (Must Meet These Tests) Flammability and ASTM testing must meet or exceed the	Brand Name Offered: Estimate # of purchases per year:	Each			

<p>requirements of the following:</p> <ul style="list-style-type: none"> a. California Technical Bulletin 117 b. California Technical Bulletin 121 c. California Technical Bulletin 129 d. California Technical Bulletin 133 e. California Technical Bulletin 603 f. ASTM E 162-95 Flame Spread Test g. ASTM D 2863-00 (Oxygen Index) Procedure "A" h. ASTM E 662 Smoke Density Test i. Consumer Product Safety Commission, 16 CFR 1632, Standard for the Flammability of Mattresses and Mattress Pads j. Clean ability Standard DS #7566 <p>Life Cycle Test: Must pass rotator test of 100,000 cycles with minimum loss of density and no cover damage.</p> <p>Test Reports: Where products, materials and procedures are specified by reference to specific tests or standards, bidders must submit 2 copies of certificates from an independent testing laboratory showing satisfactory completion of specified tests and conformance to standards.</p>					
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Contractor's Name: _____

Contractor's Phone: _____ **Fax #:** _____

Signature of Authorized Contractor's Agent: _____

Title: _____

APPENDIX A

**SANTA FE COUNTY
PRICE AGREEMENT**

THIS AGREEMENT is made and entered into by and between Santa Fe County, New Mexico, a political subdivision of the County of New Mexico, and _____, a corporation, LLC, sole-proprietor, authorized to do business in the State of New Mexico, County of Santa Fe (hereinafter referred to as "the Contractor").

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. DEFINITIONS

A. "County" shall mean Santa Fe County.

B. "Using Department or Department" shall mean the Santa Fe County Corrections Department.

C. "Purchase Order" shall mean a fully executed Purchase Document issued by the Santa Fe County Purchasing Department that specifies the items to be provided by the Contractor under the terms of the Price Agreement.

D. Price Agreement means this indefinite quantity Price Agreement which requires the Contractor to furnish items to the using department which issues a purchase order.

E. Record Adjustment Date means a date within thirty days of issuance of the Producers Price Index (Not Seasonably Adjusted)(generally referred to herein as "the PPI") by the U.S. Department of Labor.

2. GOODS TO BE PROVIDED

A. Good Listed on Attachment A. The Department, through the County, may issue orders for purchase of the items described herein. The item ordered must be listed on Attachment A to this Agreement. All orders issued hereunder must bear both an order number and the number of this Price Agreement.

B. Quantities. It is understood that this is an indefinite quantity price agreement and the County may order any quantity of the items listed on Attachment A. No guarantee or warranty is made or implied, by either the County or the Department that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items when ordered.

C. Specifications. Items furnished hereunder shall conform to the requirements of the specifications provided in the Information for Bidders, attached hereto as Attachment B. Orders issued pursuant to this Agreement must show the applicable Price

Agreement item(s), numbers(s), and price(s). Any items provided pursuant to this Price Agreement must meet or exceed the specifications.

D. Shipping and Billing Instructions.

1. The Contractor shall ship the items in accordance with the County's instructions. The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number, and the commercial part number (if any) for each item. Unless otherwise designated by the County, the Contractor shall ship all products F.O.B. destination. Except for loss or damage directly attributable to the negligence of the Department, the Contractor shall bear all risk of loss or damage until products have been accepted by the Department. Destination charges shall be included in the product price.

2. The Contractor may impose shipping and handling charges for enhanced delivery services (overnight courier service, second-day courier service or delivery-by-messenger service). Such enhanced delivery charges shall be pre-paid by the Contractor and billed as a separate item at actual cost. The Contractor shall advise the Department of any enhanced delivery charges prior to the acceptance of the purchase order.

3. Whenever the Department does not accept any product and returns it to the Contractor, all related documentation furnished by the Contractor shall be returned also.

4. The Contractor shall bear all risk of loss or damage with respect to returned products except for loss or damage directly attributable to the negligence of the using department.

5. Unless otherwise agreed upon by the Department, the Contractor shall be responsible for the pick-up of returned items.

6. Time is of the essence for purposes of this Agreement. All damages resulting from late delivery shall be the responsibility of the Contractor. In the event of failure of the Contractor to deliver in accordance with this requirement, the Contractor shall be liable to the County for liquidated damages in the amount of \$100.00 per order per each day the items are delivered late.

E. Delivery Tickets. The County's purchasing document number and the Contractor's name, the Department's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Contractor as final and conclusive on each shipment that is not accompanied by a packing ticket.

F. Price. Prices listed in Attachment A for each item shall be the price for that item as adjusted as set forth below.

G. Periodic Price Adjustments.

1. The price of items shall be subject to adjustment (increase or decrease) pursuant to this subparagraph to account for fluctuations in the costs of the items that are the subject of this Price Agreement. Adjustments to the prices set forth on Attachment A shall occur within thirty days following issuance of the Bureau of Labor Statistics index Producers Price Index (Not Seasonably Adjusted)(generally referred to herein as "the PPI") by the U.S. Department of Labor, usually every four months. At that time (the record adjustment date), a price adjustment shall be calculated by adding or subtracting the materials price adjustment to the price of each item set forth on Attachment A. The materials price adjustment shall equal the sum of each adjustment, which shall be calculated in accordance with subsection (3) of this Section. Record price adjustment reflecting a *decrease* in the applicable PPI shall offset previous adjustments resulting from an increase in the applicable PPI. The adjustment shall serve to reduce the price of a particular item in the event that the sum of the adjustments equals a negative number or an increase in the price of an item in the event that the sum of the adjustments equals a positive number.

2. The baseline cost amount for each item set forth on Attachment A shall be as specified on Attachment A (e.g., the price bid for each item). This baseline cost amount shall be used to calculate the adjustments in accordance with subsection (3) of this Section.

3. A record adjustment shall be based on the PPI for that item. At the time of contracting, the specific PPI index for each item shall be identified and set forth herein on Attachment C. On the record adjustment date, record adjustments shall be calculated by multiplying the applicable baseline cost amount associated with the particular item by the record adjustment factor. The record adjustment factor shall be based on the percentage of change in the applicable PPI from the effective date of this Price Agreement (IC) as compared to the applicable PPI on the record adjustment date (IE), and shall be calculated in accordance with the following formula:

$$\text{Record Adjustment Factor} = \text{IE/IC} - 1.00$$

The parties shall execute a Contract Administration Memorandum setting forth each record adjustment within thirty (30) days after the applicable record adjustment date.

3. PAYMENT

All payments under this Price Agreement are subject to the following provisions.

A. Inspection. Final inspection and acceptance of all items ordered shall be made at the destination. Items rejected at the destination for non-conformance with specifications shall be removed, at the Contractor's risk and expense, promptly after notice of rejection.

B. Acceptance. In accordance with NMSA 1978, Section 13-1-158, the Department shall determine if the items meet specifications, and may accept the items if the items meet specifications. No payment shall be made for any items until the items have been accepted in writing by the using department. Unless otherwise agreed upon between the Department and the Contractor, within thirty (30) days from the receipt of items, the using department shall issue a written certification of complete or partial acceptance or rejection of the items. The time period shall begin at the time of receipt of the final shipment when there are multiple shipments per purchase order. Unless the Department gives notice of rejection within the specified time period, the items will be deemed to have been accepted.

C. Issuance of Orders. Only written, signed and properly executed purchase orders are valid under this Price Agreement.

D. Invoices. The Contractor may submit invoices for payment no more frequently than monthly. The Contractor's invoice shall be submitted in triplicate, duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit prices, extended totals and applicable taxes. Separate invoices shall be rendered for each and every complete shipment. Invoices must be submitted to the Department and not to the County's Central Purchasing Office.

E. Payment of Invoices. Upon written certification from the Department that the items have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days. If the payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the Price Agreement to the Contractor at the rate of 1.5 % per month. Payment shall be made and mailed to the Contractor's designated mailing address.

F. Tax Note. Applicable gross receipts taxes or local option tax(es) shall be included on each invoice and shown as a separate item to be paid. The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and must be reported under the Contractor's federal and County tax identification number(s). If the Department is exempt from the New Mexico gross receipts tax or local option taxes for the transaction, the Department shall provide the Contractor with written evidence of such exemption(s).

4. TERM

THIS PRICE AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE PARTIES. The term of this Agreement shall be four (4) year(s).

5. DEFAULT

A. The failure of the Contractor to perform shall create a default pursuant to this Price Agreement. The County reserves the right to cancel all or any part of any orders placed under this Price Agreement without cost to the County if the items fail to meet the requirements of this Price Agreement. The Contractor may be excused from performance under this Price Agreement if the Contractor's failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not limited to, acts of God or the public enemy, acts of the County or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the County shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the subcontractor to meet the required delivery schedule.

B. The County may cancel all or any part of any resulting order without cost to the County if the Contractor fails to meet material provisions of the order; the Contractor shall be liable for any excess costs associated with such a default.

6. TERMINATION

A. For Convenience. This Price Agreement may be terminated by the County upon written notice to the Contractor thirty (30) days before the proposed date of termination. Notice of Termination of the Price Agreement SHALL NOT AFFECT ANY OUTSTANDING ORDERS.

B. For Cause. Either party may terminate this Agreement for cause based upon material breach of this Agreement by the other party, provided that the non-breaching party shall give the breaching party written notice specifying the breach and shall afford the breaching party a reasonable opportunity to correct the breach. If within thirty (30) days after receipt of a written notice the breaching party has not corrected the breach or, in the case of a breach which cannot be corrected in thirty (30) days, begin and proceed in good faith to correct the breach, the non-breaching party may declare the breaching party in default and terminate the Agreement effective immediately. The non-breaching party shall retain any and all other remedies available to it under the law.

7. AMENDMENT

This Price Agreement may be amended by mutual agreement of the County and the Contractor upon written notice by either party to the other. Any such amendment shall be in writing and signed by the parties hereto. An amendment to this Price Agreement SHALL NOT AFFECT ANY OUTSTANDING PURCHASE ORDERS issued by the County prior to the effective date of the amendment mutually agreed upon. Amendments affecting prices are not allowed.

8. STATUS OF CONTRACTOR

The Contractor, and Contractor's agents and employees, are independent Contractors for the Department and are not employees of the County. The Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of County vehicles, or any other benefits afforded to employees of the County as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

9. ASSIGNMENT

A. Neither this Price Agreement nor any orders placed under this Price Agreement, nor any interest therein, nor claim there under, shall be assigned or transferred by the Contractor, except as set forth in subparagraph 10(B) below or as expressly authorized in writing by the County purchasing manager. No such assignment or transfer shall relieve the Contractor from the obligations and liabilities under this Price Agreement.

B. Contractor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the County as to goods, services, and materials purchased in connection with this bid are hereby assigned to the County.

10. NON-COLLUSION

In signing this Agreement, the Contractor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with its offer and this Agreement.

11. INSPECTION OF PLANT

The County Purchasing Manager may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this Price Agreement.

12. COMMERCIAL WARRANTY

The Contractor agrees that the items furnished under this Price Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such items, and that the rights and remedies provided herein shall extend to the County and are in addition to and do not limit any rights afforded to the County by any other clause of this order. Contractor agrees not to purport to disclaim warranties of fitness for a particular purpose or merchantability and fitness for a particular purpose.

13. CONDITION OF PROPOSED ITEMS

All proposed items to be delivered under this Price Agreement are to be NEW and of most current production, unless otherwise specified.

14. RECORDS OF AUDIT

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the department, the County and State Auditor and other appropriate County and federal authorities. The Department shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the department to recover excessive or illegal payments.

15. APPROPRIATIONS

The terms of this Price Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the Board of County Commissioners for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Price Agreement, and any orders placed under it, shall terminate upon written notice being given to the Contractor. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

16. RELEASE

The Contractor, upon final payment of the amount due under this Agreement, releases the County, its Elected Officials, officers, employees, agents and attorneys, from and against all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the County of New Mexico, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

17. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval by the using department.

18. PRODUCT OF SERVICE: COPYRIGHT

All materials developed or acquired by the Contractor under this Agreement shall become the property of the County of New Mexico and shall be delivered to the Department no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Contractor under this agreement shall be the subject of an

application for copyright by or on behalf of the Contractor. The original and one copy of all materials, work papers, meeting notes, or other documents produced by the Contractor shall be indexed and placed in appropriately labeled binders and delivered to the Department at conclusion of the Agreement.

19. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with any performance required under this Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

20. APPROVAL OF CONTRACTOR REPRESENTATIVES

The Department reserves the right to require a change in Contractor representatives if the assigned representatives are not, in the opinion of the Department, serving the needs of the County adequately.

21. SCOPE OF AGREEMENT, MERGER

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

22. NOTICE

The New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199 imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

23. EQUAL OPPORTUNITY COMPLIANCE

The Contractor shall abide by all federal and County laws, rules and regulations, and all applicable executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, and executive orders of the governor of the State of New Mexico, the Contractor agrees to assure that no person shall on the grounds of race, color, religion, national origin, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity performed under this Agreement. If Contractor is found to be not in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

24. INDEMNIFICATION

The Contractor shall hold the County and its agencies and employees harmless and shall indemnify the County and its agencies and employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the Department, its officers or employees.

25. APPLICABLE LAW

This Agreement shall be governed by the laws of the State of New Mexico.

26. INCORPORATION BY REFERENCE AND PRECEDENCE

This Agreement incorporates the Information For Bidders, Attachment B, including any written Addenda, and the Contractor's bid, Attachment A. In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Price Agreement in reverse chronological order; (2) the Price Agreement, including the scope of work; (3) the Information For Bidders including attachments thereto and addenda.

27. WORKER'S COMPENSATION

The Contractor shall comply with State laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated.

28. INVALID TERM OR CONDITION/SEVERABILITY

The provisions of this Price Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Agreement is determined to be invalid by a court or department or commission having jurisdiction over the subject matter hereof, such invalidity shall not affect other provisions of the Agreement, which can be given effect without the invalid provision.

29. ENFORCEMENT OF AGREEMENT

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

30. PATENT, COPYRIGHT, AND TRADE SECRET INDEMNIFICATION

A. The Contractor shall defend, at its own expense, the County from and against any claim that any item provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the Department based upon Contractor's trade secret infringement relating to any items provided under this Agreement, the Contractor agrees to reimburse the County for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the Department shall:

- i. give the Contractor prompt written notice within 48 hours of any claim;
- ii. allow the Contractor to control the defense of settlement of the claim; and
- iii. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any item becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

- i. provide the County the right to continue using the item and fully indemnify the County against all claims that may arise out of the County's use of the item;

- ii. replace or modify the item so that it becomes non-infringing;

or,

- iii. accept the return of the item and refund an amount equal to the value of the returned item, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any item modified by the department to the extent such modification is the cause of the claim.

C. Nothing produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.

D. The agreement paragraph titled "patent, copyright, trademark, and trade secret indemnification" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired agreements that were entered into under the terms and conditions of this Agreement shall also survive termination of this Agreement

31. SURVIVAL

Each party agrees to protect confidential information and information identified as sensitive, proprietary, patent, copyright and/or trade secret data of the other. This protection will survive completion and/or termination of this Agreement and each party agrees not disclose this data unless under an order by a court of appropriate jurisdiction or the information becomes public knowledge.

32. NOTICES

Either party may give written notice to the other party in accordance with the terms of this Price Agreement. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the County:
Santa Fe County Attorney's Office
102 Grant Avenue
Santa Fe, NM 87501

To Contractor:

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Agreement. The carrier for mail delivery and notices shall be the agent of the sender.

THIS SPACE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of execution by:

SANTA FE COUNTY:

Harry B. Montoya, Chairman
Santa Fe Board of County Commissioners

ATTEST:

Valerie Espinoza
Santa Fe County Clerk

Date

APPROVED AS TO FORM:

Stephen C. Ross
Santa Fe County Attorney

Date

FINANCE DEPARTMENT APPROVAL:

Teresa Martinez
Santa Fe County Finance Director

Date

CONTRACTOR:

(SIGNATURE)

Date

(PRINT NAME AND TITLE)

FEDERAL TAX I.D. NUMBER: _____

Harry B. Montoya
Commissioner, District 1

Virginia Vigil
Commissioner, District 2

Michael D. Anaya
Commissioner, District 3



Kathleen Holian
Commissioner, District 4

Elizabeth Stefanics
Commissioner, District 5

Roman Abeyta
County Manager

March 30, 2010

SANTA FE COUNTY
INMATE CLOTHING, HYGIENE, LINEN & MATTRESSES
IFB #2010-0278-CORR/TRV

ADDENDUM #1

Dear Proponents,

The items below are responses to questions that have been submitted to the purchasing division. It shall be the responsibility of interested Bidders to adhere to any changes or revisions to the IFB as identified in this Addendum No. 1. This documentation shall become permanent and made part of the departmental file.

-
- Clarification 1: Attached you will find a new Bid Sheet with updated information. The attached replaces the original packet starting with page 16 and ending with page 27. The new Bid Sheet has information that could be important to your bid response.
- Clarification 2: Last day for questions will be March 31, 2010.
- Question 1: Would 100% cotton Men's Briefs be suitable? Can an alternative 50/50 blend be accepted?
- Answer 1: Please be advised this items should be Men's Boxers, not Brief's; please refer to Page 13, Requirements, "Vendors must indicate variations on bid item(s). If vendor's product requirements are different from those specified, vendor must point out the differences on the bid".
- Question 2: Bras – Do you have a previous style number for the item?

Answer 2: No. Please ensure that you bid an item same as or equal to Playtex brand to meet specifications as listed on bid sheet.

Question 3: Do you have any informational history on a previous bid for these items?

Answer 3: No, this is the first time Santa Fe County has placed a solicitation for Inmate Clothing, Hygiene, Lincn & Mattresses.

Please add this Addendum #1 to the original bid documents and refer to bid documents, hereto as such. This and all subsequent addenda will become part of any resulting contract documents and have effects as if originally issued. All other unaffected sections will have their original interpretation and remain in full force and effect.

Bidders are reminded that any questions or need for clarification must be addressed to Tila Rendon-Varela, Senior Procurement Specialist at trendon@co.santa-fe.nm.us.

BID SHEET

Project: Inmate Clothing, Hygiene, Linen & Mattresses

IFB No. #2010-0278-CORR/TRV

Bidder:

This Bid is submitted to:

Santa Fe County Purchasing Division

142 W. Palace Ave. (2nd Floor)

Santa Fe, New Mexico 87501

Attn: Tila Rendon-Varela

Having read the Santa Fe County Bid Instructions and General Terms and Conditions and examined the specifications sheet(s) for the Invitation for Bids reference **#2010-0278-CORR/TRV** we hereby submit the attached firm offer for which will remain open for a period not to exceed ninety (90) days in accordance with all terms and conditions represented in this solicitation for:

**INMATE CLOTHING, HYGIENE, LINEN & MATTRESSES
CORRECTIONS DEPARTMENT**

Signature:

Name (typed or printed):

Title:

Firm Name:

Federal ID or Social Security Number:

NM License #

Resident Contractor's Preference #:

Dept. of Labor Registration #:

NM Business Preference #:

(X) Liability Insurance is required.

(X) Copy of Workers' Compensation
Insurance is required

Telephone: () _____ Fax: () _____

() Received addenda #'s _____ & _____ when issued.

Santa Fe County
 Administrative Services Department
 142 W. Palace Ave.
 2nd Floor
 Santa Fe, NM 87501

IFB #2010-0278-CORR/TRV

Please offer your best price, for each item as outline below. The Bidders shall complete the following bid sheet in full, for Bid No. 2010-0278-CORR/TRV, including signature at the bottom as stated. Be advised that award may be made without discussion with Bidders on offers received. Offers will be accepted until 10:00 am on the bid due date specified.

Item	Description	Brand & Quantity	Size	List Price Before Discount	% Discount Offered	Net Price Per Item After Discount
1	T-SHIRTS - Unisex *50% Cotton/50% Polyester *Must be crewneck *Color - must be white *Fruit of the Loom or approved equal *Short Sleeve	Brand Name Offered: Estimate # of purchases per year: <u>25 doz.</u>	Small			
			Medium			
			Large			
			X-Large			
			2X-Large			
			3X-Large			
2	MEN'S BOXERS *50% Cotton/50% Polyester *Color - must be white *Fruit of the Loom or approved equal	Brand Name Offered: Estimate # of purchases per year: <u>2,500 doz.</u>	Small			
			Medium			
			Large			
			X-Large			
			2X-Large			
			3X-Large			
3	WOMEN'S PANTIES *100% Cotton blend *Color - must be white *Hanes brand or approved equal	Brand Name Offered: Estimate # of purchases per year: <u>860 doz.</u>	5			
			6			
			7			
			8			
			9			
			10			
			12			
			14			

4	BRAS *50% Cotton/50% Polyester blend *Must be pull over, without snaps, hook and eyes and no under wire *Color – must be white *Playtex brand or approved equal	Brand Name Offered: Estimate # of purchases per year: <u>860 doz.</u>	32 A,B,C,D			
			34 A,B,C,D			
			36 A,B,C,D			
			38 A,B,C,D			
			40 A,B,C,D			
			42 A,B,C,D			
			44 A,B,C,D			

5	SOCKS - Unisex *50% Cotton/50% Polyester blend *All white tube sock *Fruit of the Loom or approved equal	Brand Name Offered: Estimate # of purchases per year: <u>3,350 doz.</u>	Shoe Size (9 1/2 - 11)			

6	GYM SHORTS - Unisex *50% Cotton/50% Polyester blend *Mid-thigh length *Must be pull up with elastic waist (no strings) *Color: Navy *Fruit of the Loom or approved equal	Brand Name Offered: Estimate # of purchases per year: <u>30 doz.</u>	Small			
			Medium			
			Large			
			X-Large			
			2X-Large			
			3X-Large			

7	SWEAT PANTS - Unisex *50% Cotton/50% Polyester blend *Must be pull up with elastic waist (no strings) *Color: Grey *Fruit of the Loom or approved equal	Brand Name Offered: Estimate # of purchases per year: <u>35 doz.</u>	Small			
			Medium			
			Large			
			X-Large			
			2X-Large			
			3X-Large			

8	SWEAT SHIRT - Unisex *50% Cotton/50% Polyester blend *Must be pull over *Must be crew neck *Color: Grey *Fruit of the Loom or approved equal	Brand Name Offered: Estimate # of purchases per year: <u>35 doz.</u>	Small			
			Medium			
			Large			
			X-Large			
			2X-Large			
			3X-Large			

9	COVERALL *Fabric to be perma-press *65% Polyester/35% Cotton twill *Short sleeve, full cut, double stitched, reinforced at points of strain *Fly front closure to conceal heavy duty snaps (grippers not acceptable) *One pocket only over left breast, no opening in side seams *Colors: Orange, Khaki, Yellow, Navy and Red *Screen print: Each order shall have: SFCADF in 5 inch black letters (bold) backside of coverall *No Screen print necessary for Juvenile Facility	Brand Name Offered: Estimate # of purchases per year: <u>170 doz.</u>	Small			
			Medium			
			Large			
			X-Large			
			2X-Large			
			3X-Large			
			4X-Large			
			5X-Large			
			6X-Large			
			7X-Large			
			8X-Large			
			9X-Large			
			10X-Lge			

10	V-Neck Inmate Shirts *7.5 oz twill-65% Polyester/35% Cotton blend *V-neck Slip on work shirt *No buttons *One pocket over left breast *Raglan short sleeve *Square bottoms *Each garment to have a woven 2.5" x 1.25" label by size *All seams 3 needle stitched *Color: Khaki and White *Screen print: Each order shall have: SFCADF in 5 inch black letters (bold) backside of shirt	Brand Name Offered: Estimate # of purchases per year: <u>90 doz.</u>	Small			
			Medium			
			Large			
			X-Large			
			2X-Large			
			3X-Large			
			4X-Large			
			5X-Large			
			6X-Large			
			7X-Large			
			8X-Large			
			9X-Large			
			10X-Lge			

11	INMATE PANTS - Elastic Waist *7.5 oz twill - 65% Polyester/35% Cotton *All seams 3 needle stitched *Reinforced crotch *Slip on work pants *Elastic waist - Elastic to be lock stitched (not chain stitched) with points of stain bar tacked *Mock front fly *No pockets *Each garment to have a woven 2.5" x 1.25" label by size *Elastic to be folded under and not exposed *Color: Khaki and White	Brand Name Offered: Estimate # of purchases per year: <u>90 doz.</u>	Small			
			Medium			
			Large			
			X-Large			
			2X-Large			
			3X-Large			
			4X-Large			
			5X-Large			
			6X-Large			
			7X-Large			
			8X-Large			
			9X-Large			
			10X-Large			

12	INMATE JACKET - WINTER *100% Cotton *Blanket lined *Acrylic/Polyester Denim Outer Shell *Screen print: Each order shall have: SFCADF in 5 inch black letters (bold) backside of jacket	Brand Name Offered: Estimate # of purchases per year: <u>200 ea.</u>	38/40			
			42/44			
			46/48			
			50/52			
			54/56			
			58/60			
			66/68			
			70/72			
			74/76			

13	SHOWER SHOES *Anti-Fungal *Anti-Bacterial *Flexible PVC *Equal to Leslee Scott Sabre series	Brand Name Offered: Estimate # of purchases per year: <u>60 cases</u>	Small			
			Medium			
			Large			
			X-Large			
			2X-Large			
			3X-Large			

14	CANVAS SHOES *7 oz canvas material *Vulcanized rubber soles *Full cushion insoles with arch support *Reinforced stress points at heel and toe *Machine washable *Color: Orange and/or White	Brand Name Offered: Estimate # of purchases per year: <u>504 pairs</u>	4			
			5			
			6			
			7			
			8			
			9			
			10			
			10.5			
			11			
			11.5			
			12			
			13			
			14			

15	LEATHER WORK BOOTS *6" Genuine leather upper *Plain toe *Oil resistant, non-marking, cleated gum rubber outsole to prevent slipping *Goodyear welt construction *27 mm triple cushion, lined insole with arch support *Riveted at main stress points *Cambrelle lining *Non-rust eyelets *Padded tongue and collar *Shankless Double stitched loop backstay *Outsole to upper; stitched and cemented for double reinforcement *Colors: Black or brown *Wide width *Whole/half size	Brand Name Offered: Estimate # of purchases per year: <u>180 pairs</u>	5 - 5 1/2			
			6 - 6 1/2			
			7 - 7 1/2			
			8 - 8 1/2			
			9 - 9 1/2			
			10 - 10 1/2			
			11 - 11 1/2			
			12 - 12 1/2			
			13 - 13 1/2			
			14 - 14 1/2			
			15 - 15 1/2			
			16 - 16 1/2			

16	KITCHEN BOOTS *100% Waterproof *Seamless molded construction *Anti-Skid *Outsole and heel with reinforced construction at critical stress points *Foot form contour insole	Brand Name Offered: Estimate # of purchases per year: <u>24 pairs</u>	4			
			5			
			6			
			7			
			8			
			9			
			10			
			11			
			12			
			13			

17	SHAMPOO - 2 oz. *Clear formula *Clear bottle *Plastic container *Specify how units are packages _____ (i.e. box, package, dozen, case, bundle) *Specify # of units per package _____	Brand Name Offered: Estimate # of purchases per year: <u>125 cases</u>	Each			
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18	FACE/BODY BAR SOAP *0.5 oz *Specify how units are packages _____ (i.e. box, package, dozen, case, bundle) *Specify # of units per package _____	Brand Name Offered: Estimate # of purchases per year: <u>125 cases</u>	Each			
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19	RAZOR *Anti-Shank - break away when tampered with *Specify how units are packages _____ (i.e. box, package, dozen, case, bundle) *Specify # of units per package _____	Brand Name Offered: Estimate # of purchases per year: <u>135 cases</u>	Each			
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20	TOOTHBRUSH *3 1/4" long *Specify how units are packages _____ (i.e. box, package, dozen, case, bundle) *Specify # of units per package _____	Brand Name Offered: _____ Estimate # of purchases per year: <u>55 cases</u>	Each			
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21	TOOTHPASTE (Flouride) *0.85 oz *Clear toothpaste *Clear, plastic tube *Specify how units are packages _____ (i.e. box, package, dozen, case, bundle) *Specify # of units per package _____	Brand Name Offered: _____ Estimate # of purchases per year: <u>75 cases</u>	Each			
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22	DEODERANT *0.5 oz *Scent free *Push up container *Specify how units are packages _____ (i.e. box, package, dozen, case, bundle) *Specify # of units per package _____	Brand Name Offered: _____ Estimate # of purchases per year: <u>120 cases</u>	Each			
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23	SANITARY NAPKIN *Feminine Hygiene *Individually wrapped *Specify how units are packages _____ (i.e. box, package, dozen, case, bundle) *Specify # of units per package _____	Brand Name Offered: _____ Estimate # of purchases per year: <u>85 cases</u>	Each			
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31	PILLOWS *20" x 26" *Flame resistant *Micro-Guard Cover to kill bacteria and prevent from spreading *Antimicrobial polyester fiberfill *Easy to clean with soap and water	Brand Name Offered: Estimate # of purchases per year: <u>230 ea.</u>	Each			
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32	DERBY MATTRESS OR EQUIVALENT *Description: Envelope style, 100% sealed seam, Dartex fabric cover that is warranted to not crack for up to 5 years; fluid resistant breathable vent. Flame retardant mattress suitable for continuous use in correctional environments. If mattress is equivalent specify mattress type Materials: (Must Include) a. Cover must be Dartex Coatings, Inc. PU coated fabric, ISO certified b. 5 year warranty against cracking, dimensional stability c. Flame retardant d. Anti-fungal e. Anti-microbial f. Bacteriostatic g. Virus barrier h. Moisture vapor permeable i. Washable j. Abrasion resistant Construction: (Must Include) a. 100% sealed seam with no stitching b. Breathable vend must resist water, oil, urine, blood and head lice c. Seam strength in excess of 70 lbs. d. Core must be 100% densified polyester, minimum of 12 oz./sq. ft. density e. Envelop style construction, turned edge construction with all seams inside the mattress f. Thickness no less than 4.5" g. Size: 4.5 x 25 x 75 (Must Meet These Tests) Flammability and ASTM testing must meet or exceed the requirements of the following:	Brand Name Offered: Estimate # of purchases per year: <u>As Needed</u>	Each			
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<p>a. California Technical Bulletin 117</p> <p>b. California Technical Bulletin 121</p> <p>c. California Technical Bulletin 129</p> <p>d. California Technical Bulletin 133</p> <p>e. California Technical Bulletin 603</p> <p>f. ASTM E 162-95 Flame Spread Test</p> <p>g. ASTM D 2863-00 (Oxygen Index) Procedure "A"</p> <p>h. ASTM E 662 Smoke Density Test</p> <p>i. Consumer Product Safety Commission, 16 CFR 1632, Standard for the Flammability of Mattresses and Mattress Pads</p> <p>j. Clean ability Standard DS #7566</p> <p>Life Cycle Test: Must pass rolator test of 100,000 cycles with minimum loss of density and no cover damage.</p> <p>Test Reports: Where products, materials and procedures are specified by reference to specific tests or standards, bidders must submit 2 copies of certificates from an independent testing laboratory showing satisfactory completion of specified tests and conformance to standards.</p>					
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Contractor's Name: _____

Contractor's Phone: _____ **Fax #:** _____

Signature of Authorized Contractor's Agent: _____

Title: _____

Harry B. Montoya
Commissioner, District 1

Virginia Vigil
Commissioner, District 2

Michael D. Anaya
Commissioner, District 3



Kathleen Holian
Commissioner, District 4

Elizabeth Stefanics
Commissioner, District 5

Roman Abeyta
County Manager

April 1, 2010

SANTA FE COUNTY
INMATE CLOTHING, HYGIENE, LINEN & MATTRESSES
IFB #2010-0278-CORR/TRV

ADDENDUM #2

Dear Proponents,

The items below are responses to questions that have been submitted to the purchasing division. It shall be the responsibility of interested Bidders to adhere to any changes or revisions to the IFB as identified in this Addendum No. 2. This documentation shall become permanent and made part of the departmental file.

Question 1: Is the size of the pillow cases correct?

Answer 1: Yes, 42" x 36" is correct.

Question 2: Can the pillow cases have a zipper?

Answer 2: No.

Question 3: What kind of sports bra is currently being used?

Answer 3: A 30% polyester, 65% cotton, 5% spandex blend is currently being used. Brand based by what is available by vendors.

Please refer to Page 13, Requirements, "Vendors must indicate variations on bid item(s). If vendor's product requirements are different from those specified, vendor must point out the differences on the bid".

Please add this Addendum #2 to the original bid documents and refer to bid documents, hereto as such. This and all subsequent addenda will become part of any resulting contract documents and have effects as if originally issued. All other unaffected sections will have their original interpretation and remain in full force and effect.

Bidders are reminded that any questions or need for clarification must be addressed to Tila Rendon-Varela, Senior Procurement Specialist at trendon@co.santa-fe.nm.us.

ATTACHMENT C
PRODUCERS PRICE INDEX

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the

committee.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter, son, or son-in-law.

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature _____

Date _____

Title (position)

—OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Allison Wilmesmeier

Date

Pricing Specialist

Title (Position)

BID SHEET

Project: Inmate Clothing, Hygiene, Linen & Mattresses IFB No. #2010-0278-CORR/TRV

Bidder:

Bob Barker Company, Inc.
134 N. Main Street
Fuquay Varina, NC 27526

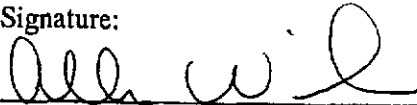
This Bid is submitted to:

Santa Fe County Purchasing Division
142 W. Palace Ave. (2nd Floor)
Santa Fe, New Mexico 87501
Attn: Tila Rendon-Varela

Having read the Santa Fe County Bid Instructions and General Terms and Conditions and examined the specifications sheet(s) for the Invitation for Bids reference **#2010-0278-CORR/TRV** we hereby submit the attached firm offer for which will remain open for a period not to exceed ninety (90) days in accordance with all terms and conditions represented in this solicitation for:

INMATE CLOTHING, HYGIENE, LINEN & MATTRESSES CORRECTIONS DEPARTMENT

Signature:



Name (typed or printed):

Allison Wilmesmeyer

Title:

Pricing Specialist

Firm Name:

Bob Barker Company, Inc.

Federal ID or Social Security Number:

56-1558062

NM License #

N/A

Resident Contractor's Preference #:

N/A

Dept. of Labor Registration #:

N/A

NM Business Preference #:

N/A

(X) Liability Insurance is required.

(X) Copy of Workers' Compensation Insurance is required

Telephone: (800) 334-4880 Fax: (800) 302-7537

(☒) Received addenda #'s 1 & when issued.

Bob Barker Company, Inc.